

OFFICIAL GENERAL SUMMER JAM TICKET CONTEST RULES

Any individual who enters, attempts to enter or in any way participates or attempts to participate in any Summer Jam Ticket Contest (“Contest”) conducted by Emmis Radio, LLC d/b/a WQHT HOT 97 (“HOT 97”), (“Emmis”) (each such individual is hereinafter referred to as a “Participant”) agrees to be bound by the terms and conditions provided in these Official General Summer Jam Ticket Contest Rules (“Summer Jam Ticket Rules”), as well as by Emmis’ interpretations of these Summer Jam Ticket Rules, which are final and binding in all matters relating to any Contest. Some Contests will have specific rules developed for them (“Specific Contest Rules”). In the event there is a discrepancy or inconsistency between these Summer Jam Ticket Rules and the Specific Contest Rules, the Specific Contest Rules shall control.

NO PURCHASE NECESSARY:

Unless otherwise noted, no purchase is necessary to enter or win a prize. A purchase will also not improve your chances of winning.

APPLICABLE LAW (VOID WHERE PROHIBITED):

All Contests are subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:

Emmis reserves the right to cancel, terminate, modify or suspend any Contest if the Contest is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, “bugs,” tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such Contest. The decision of Emmis to cancel, terminate, modify or suspend any Contest shall be final in all respects.

CONTEST DESCRIPTIONS:

All Emmis Contests will be described through electronic, print or on-air advertising or promotion and governed by these Summer Jam Ticket Rules unless the Contest has Specific Contest Rules developed for it.

ELIGIBILITY:

Geographical, Age and Parental Consent Requirements: Unless otherwise specified, each Contest is open to legal residents of the states of New York, New Jersey and Connecticut who are at least 18 years of age or older at time of entry.

Contest Entity and Immediate Family Member Disqualification: The officers, directors, employees, contractors, and agents of Emmis, Emmis Communications Corporation, Emmis Operating Company and any entity involved in the sponsorship, development, production, implementation and distribution of any Contest as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (the “Contest Entities”), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in any Contest and do not qualify as Participants. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

Past Prize Winners: Participants may only win a Contest once every thirty (30) days. However, where a Participant has won a prize valued over \$600, the Participant is ineligible to win another prize for a period of twelve (12) months. Participants who have won a Contest conducted by WQHT in the last thirty (30) days or who have won prizes valued over \$600 from WQHT in the last twelve (12) months are ineligible. For clarity, this limitation only applies on Emmis’ radio station WQHT and does not include WBLS or WLIB, each of which has independent contest rules and limitations on prize winnings.

Employer Restrictions: Participant is solely responsible for reviewing and understanding Participant's employer's policies regarding Participant's eligibility to participate in contests. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Contest in violation of his or her employer's policies.

HOW TO ENTER:

Methods: Contest entries may be submitted as advertised or otherwise prescribed by Emmis for the Contest. Generally, these will involve all or some of the following entry methods: (1) toll-free telephone; (2) toll-free facsimile; (3) postal mail; (4) electronic mail; (5) drop box; (6) web entry; or (7) text entry to short code 75759. Where entry is available via electronic mail, web or texting, participation is limited to Participants who had access to electronic mail, the internet, and/or text messaging (as applicable) prior to the beginning of the Contest.

Entry Period: Entries must be made during the time periods advertised or otherwise prescribed for each Contest (the "Entry Period") and, unless otherwise stated, will require at a minimum the Participant's name, address, daytime telephone numbers and age.

Entries Are the Sole and Exclusive Property of Emmis: All Contest entries and/or related submissions become the sole and exclusive property of Emmis upon transmission. Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to any Contest, without additional compensation to the participant or any other individual or entity.

Disclaimer of Responsibility for Entries: Emmis is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Emmis.

Multiple Entries: Unless otherwise limited by Emmis, multiple entries are permitted. However, for text-message entry Contests, unless otherwise stated, multiple entries are prohibited and participation is expressly limited to one text per Participant and per wireless account.

False Fraudulent or Deceptive Entries or Acts: Participants who, in the view of Emmis, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

SPECIFIC ENTRY-METHOD RULES:

Telephone Entry Contests: If a Contest accepts telephone entries, all calls must be made to the call-in number(s) as designated on-air. Generally, this number will be 1-800-223-9797 (unless otherwise specified by Emmis). The criteria for winning will generally also be given at that time. Only completed calls that are answered by a live person and are made to the designated number during the designated time period will be eligible to win or qualify to win.

Emmis may record and/or broadcast a Participant's name, voice and the substance of all or any portion of the call. Except where prohibited by law, any call-in Participant acknowledges that such recording and use may occur and grants Emmis permission to record and use such recording without any additional communication with and compensation to Participant.

Facsimile, Postal Mail and Electronic Mail Entries: If a Contest accepts facsimile, postal mail or electronic mail entries, all entries must be received by Emmis by the Entry Period deadline.

Unless otherwise stated, facsimile entries should be sent to 212-929-8559; mail-in entries should be sent via first class United States mail only (overnight mail and courier are not permitted) addressed to WQHT, Contest Entry (include the name of the Contest), 395 Hudson St., 7th Floor, New York, NY 10014; and electronic mail entries should be sent to the email address designated during the Contest advertisement or announcement. The electronic mail account holder will be deemed the Participant for any electronic mail entries.

Only one Contest entry is permitted per envelope for a mail-in entry.

Drop Box Entries: If a Contest accepts entry forms by deposit in an entry box, entries must be deposited in an official entry box by the announced deadline. Unless otherwise stated, no purchase is necessary in order to deposit an entry in the official entry box. Only official entry forms will be considered, and entries on reproduced forms will be disqualified.

Web Entries: If a Contest accepts web entries, Participants must accurately complete all required fields or the entry will be deemed incomplete and will not qualify.

Text Message Entries: If a Contest accepts text-message entries, unless otherwise stated, text-message entries should be sent to short code 75759. Proof of texting is not considered proof of entry. Emmis cannot guarantee this program will be available via all wireless carriers. The text-message portion of any Contest will be available on participating wireless carriers only and requires a two-way text-message capable wireless device. Wireless device carrier's instructions for text-messaging may vary.

Unless otherwise limited by Emmis, multiple text-message entries are prohibited for any Contest and participation is expressly limited to one text per Participant and per wireless account. If more than one text-message entry is received from a wireless account, only the first entry received will be considered.

Unless otherwise noted, standard text messaging rates will apply to any text-message entry. Each Participant's wireless service provider may charge such Participant for each text message sent and received by such Participant in entering into any Contest. Participants should avoid participating in any Contest where their wireless service provider charges any fee for such participation.

PROVISION OF WIRELESS NUMBERS TO THE STATION:

A Participant who signs up to receive text messages from Emmis:

1. authorizes Emmis to deliver or cause to be delivered, to the wireless number that the Participant provided, telemarketing messages using an automatic telephone dialing system;
2. understands that he or she is not required to enter into this agreement or agree to enter into such an agreement as a condition of purchasing any property, goods, or services; and
3. agrees that, if the wireless number provided to Emmis is reassigned to another person, the Participant will promptly notify Emmis that such reassignment has occurred.

Message and data rates may apply. Emmis are not responsible for any fees incurred by a Participant who provides a wireless number in connection with the Contest.

PARTICIPATION PROBLEM DISCLAIMER:

Even if alleged to be caused by the sole or partial negligence of Emmis or other Contest Entity, Emmis and the other Contest Entities are not responsible for any problems which affect, or result from, Participation or attempted Participation in the Contest. This includes, but is not limited to, the following problems:

1. Incorrect, incomplete or inaccurate entry information;
2. Human errors;
3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
4. Inability to send a text-message;
5. Identity theft;
6. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
7. Network hackers or other unauthorized access to Emmis' computer network;

8. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
9. Printing errors;
10. Equipment malfunctions; and
11. Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

RELEASE OF LIABILITY AND INDEMNIFICATION:

As consideration for entering a Contest, all Participants agree to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Emmis, Emmis Communications Corporation, Emmis Operating Company, any Sponsors, the other Contest Entities (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, disc-jockeys, on-air personalities, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the Released Parties), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Additionally, as consideration for entering the Contest, all Participants agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram or any other Social Media Platform. By submission of an entry, Participant releases Facebook, Twitter, Instagram, and all Social Media Platforms from any responsibility or liability for the Contest's administration, prizes or promotion. You are providing entry information to the Sponsor and not to Facebook, Twitter, Instagram and all Social Media Platforms.

ODDS OF WINNING:

The odds of winning any Contest and/or prize will depend upon the number of Contest Participants.

PRIZES:

Winners will get the chance to win one of three Summer Jam ticket prizes: Club 97 tickets, valued at two hundred fifty dollars (\$250) each; Floor tickets, valued at one hundred dollars (\$100) each, and; Regular tickets, valued at fifty dollars (\$50) each. Approximately twenty (20) Club tickets, two hundred and thirty eight (238) Floor tickets, and one thousand one hundred and twenty (1,120) Regular tickets will be awarded to confirmed winners. Descriptions of prizes will be announced for each Contest separately. **No transfer, assignment or substitution of a prize is permitted,**

except Emmis reserves the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable. Any difference between the actual value and the approximate retail value of any prize will not be awarded. No substitution or cash equivalent will be made.

Emmis reserves the right to substitute a prize of equal or greater value if the awarded prize is unavailable for any reason. If tickets to an event are awarded as a prize, Emmis is not responsible for any cancellation or rescheduling of the event for any reason and has no obligation to reimburse, refund or otherwise substitute the tickets for another prize should the event not be rescheduled or vouchers not issued. Should travel be part of the prize, Emmis is not responsible for cancellations or delays in travel accommodations and has no obligation to reimburse, refund or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays.

TAXES:

The Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes from Emmis (which includes, in the New York, New York market, WBLS, WQHT and WLIB) during any one year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

Winner Selection:

Prize winners will be selected per the criteria announced for the Contest. If the Contest requires Participants to answer trivia, provide information or otherwise perform in some manner to participate and qualify to win, the decisions of Emmis and/or the other judges will be final as to all matters including the accuracy and/or completeness of the answer, as well as the quality of the information or other performance. If a winner is unable to be notified for any reason for any amount of time, the applicable prize may be forfeited and awarded to an alternate winner.

HOW TO CLAIM PRIZE:

Claiming the Prize: The Participant prize-winner must pick up their prize at Emmis' business office located at 395 Hudson St., 7th Floor, New York, NY 10014 The prize may be picked up any time between the hours of 9:00a.m.-5:00 p.m. (Eastern Standard Time) Monday-Friday, excluding holidays. From time to time, in its sole discretion, Emmis may agree to mail the prize. In the event that a prize is mailed to the winner, the winner will initially be sent any required releases and prize claim forms along with a return, pre-paid overnight delivery air bill. Failure by the winner to return completed forms within five (5) business days may lead to forfeiture of the prize. In the event the prize is mailed to the winner, the winner assumes the risk of the prize's safe arrival.

Prerequisites to Prize Award: Prior to being awarded a prize, winners are required to provide (1) a valid government-issued photo identification depicting proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. Emmis reserves the right to deny awarding the prize if the winner fails to provide satisfactory identification, as determined in Emmis' sole discretion.

Winners, and, to the extent the winner is a minor then their parent(s) or legal guardian(s) as well, may be required to execute an Affidavit of Eligibility/Release of Liability, a completed IRS W-9 and a Publicity Release before any prize is awarded. By entering a Contest, Participant agrees to execute these documents if selected as a winner in order to receive their prize. If the prize is travel tickets involving travel partners, the travel partners will be required to meet minimum age eligibility requirements and to execute an Affidavit of Eligibility/Release of Liability prior to receiving the companion travel ticket. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize.

Prize Forfeiture: Unless otherwise stated, winners shall have thirty (30) days from the date of selection to claim and pick up their prize. Failure to claim and pick up prize within this time for any

reason will result in forfeiture of the prize. Emmis reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

Additional Costs: Any costs relating to the prizes are the sole responsibility of the winner.

PUBLICITY RELEASE:

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to Emmis and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest on-air and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose Emmis and/or the Released Parties deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or their participation on-air.

DISQUALIFICATION:

All participants agree to be bound by these Summer Jam Ticket Rules. Non-compliance with any of these Summer Jam Ticket Rules will result in disqualification and all privileges as a Participant will be immediately terminated. Emmis, in its sole discretion, further reserves the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, EMMIS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

RULES CHANGES AND INTERPRETATIONS:

Emmis reserves the right in its sole discretion to supplement or make changes to these Summer Jam Ticket Rules as well as the rules of any contest at any time without notice. Emmis reserves the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

AGREEMENT TO ARBITRATE:

To the fullest extent permitted by law, by participating in the Contest, a Participant understands and agrees that:

- a. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
- b. any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
- c. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event and under no circumstances will Participants be permitted to obtain awards for attorneys' fees, and Participants hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

- d. any claim or dispute regarding the Contest or these Summer Jam Ticket Rules will be resolved pursuant to the laws of New York, without regard to the conflicts of laws and rules of New York;
- e. any claim or dispute regarding the Contest or these Summer Jam Ticket Rules will be resolved in a tribunal within the state of New York, and Participants submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and
- f. if for any reason a claim or dispute regarding the Contest or these Summer Jam Ticket Rules proceeds in court rather than through arbitration, there will not be a jury trial.

The invalidity or unenforceability of any provision of these Summer Jam Ticket Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

SUMMER JAM TICKET RULES/LIST OF WINNERS:

Copies of these Summer Jam Ticket Rules (as well as any Specific Contest Rules) may be obtained by sending a self-addressed stamped envelope to: WQHT Official General Summer Jam Ticket Contest Rules (or the Specific Contest Rules), 395 Hudson St., 7th Floor, New York, NY 10014. These Summer Jam Ticket Rules may also be found at www.hot97.com.

For a list of any Contest winners send a self-addressed, stamped envelope to: WQHT Summer Jam Ticket Contest "Winners List", 395 Hudson St., 7th Floor, New York, NY 10014.